

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 16, 2005

Division: Engineering

Bulk Item: Yes X No

Department: Engineering

Staff Contact Person: David S. Koppel, PE
County Engineer

AGENDA ITEM WORDING: Approval of a contract with H & R Paving Co. to purchase asphalt at a fixed rate of \$35.00 per ton for a period of one (1) year, not to exceed \$87,500.00.

ITEM BACKGROUND: On February 8, 2005 three bids were received: (1) H & R Paving in the amount of \$87,500.00 (\$35.00 unit price); (2) Pavex DBA Ranger Construction South in the amount of \$100,000.00 (\$40.00 unit price); and (3) General Asphalt Co. in the amount of \$110,000.00 (\$44.00 unit price). This price is to purchase asphalt from the new plant. The County uses this method of obtaining asphalt when paving roads with our in-house paving crew.

PREVIOUS RELEVANT BOCC ACTION: Last year the BOCC approved a contract with General Asphalt Co. at \$36.00 per ton.

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$87,500.00

BUDGETED: Yes X No


COST TO COUNTY: \$87,500.00

SOURCE OF FUNDS: Roads and Bridges

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


David S. Koppel, PE, County Engineer

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

**ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: FEBRUARY 8, 2005 AT 11:00 AM

TITLE: ASPHALT AT A FIXED PRICE

RESPONDENT	UNIT PRICE	TOTAL PRICE
H & R PAVING CO.	\$35.00	\$87,500.00
PAVEX DBA RANGER CONSTRUCTION SOUTH	\$40.00	\$100,000.00
GENERAL ASPHALT CO.	\$44.00	\$110,000.00

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: H & R Paving Co. Contract #
 Effective Date: Upon Execution
 Expiration Date: One (1) year from date thereof

Contract Purpose/Description:

Approval to award bid and enter into a contract with H & R PAVING CO. to purchase asphalt at a fixed rate of \$35.00 per ton for a period of one year, not to exceed \$87,500.00.

Contract Manager: David S. Koppel, PE 4426 Engineering / #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on March 16, 2005 Agenda Deadline: March 1, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ 87,500.00 Current Year Portion: \$
 Budgeted? Yes ☒ No ☐ Account Codes: 102-22503-560630
 Grant: \$ 102-22507-560630
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2-23</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>2-23</u>
Risk Management	<u>2-10-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Standa</u>	<u>2-10-05</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>2/15/05</u>
County Attorney	<u>2-10-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/11/05</u>

Comments:

Standard Form of Agreement Between Owner and Vendor

Where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the _____ day of MARCH in the year of TWO
THOUSAND AND FIVE

BETWEEN the Owner:
(Name and address)

Monroe County Board of County Commissioners
500 Whitehead Street
Key West, Florida 33040

and the Vendor:
(Name and address)

H & R Paving Co.
1955 NW 110 Avenue
Miami, FL 33172

For the following Project:

**Purchase of Asphalt at a Fixed Price
Monroe County, Florida**

The Construction Manager is:

Monroe County Engineer

The Architect is:

Monroe County Engineer's designee

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The contract between the owner and the vendor, of which this agreement is a part, consists of the contract documents. It shall be effective on the date this agreement is executed by the last party to execute it, and is effective for one (1) year.

1.2 The Contract Documents

1.2.1 The contract documents consist of this agreement, the Request for Bid, and any other amendments hereto executed by the parties after the execution of this Agreement. Documents not enumerated in this paragraph 1.2.1 are not contract documents and do not form part of this contract.

1.3 Entire Agreement

1.3.1 This contract constitutes the entire and exclusive agreement between the owner and the vendor with reference to the Project. Specifically, but without limitation, this contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the owner and the vendor.

1.4 No Privity with Others

1.4.1 Nothing contained in this contract shall create, or be interpreted to create, privity or any other contractual agreement between the owner and any person or entity other than the vendor.

1.5 Intent and Interpretation

1.5.1 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

1.5.2 This words "includes," or "including," as used in this contract, shall be deemed to be followed by the phrase, "without limitation."

1.5.3 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, nonspecific act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

1.5.4 The words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

ARTICLE II

CONTRACT TIME

2.1 Time

2.1.1 The contract time is effective for one (1) year as stated in Article 1, 1.1.1. An option to extend the contract for two (2) years is included. This option may be exercised annually upon approval of the BOCC.

ARTICLE III CONTRACT PRICE

3.1 The Contract Price

3.1.1 The owner shall pay, and the vendor shall accept, as full and complete payment for all asphalt required by the County, the fixed sum of **THIRTY-FIVE AND NO/100-- Dollars (\$35.00)** per ton, not to exceed a total of **EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100--- Dollars (\$87,500.00)**, for the term of this agreement. These amounts, binding upon the parties for one year, shall not be modified except by an option to extend this contract, in writing and executed pursuant to BOCC approval.

ARTICLE IV PAYMENT OF THE CONTRACT PRICE

4.1 Payment Procedure

4.1.1 The owner shall pay the fixed contract price to the vendor within 60 days following receipt of invoice. Invoice shall reference Purchase Order numbers and ticket numbers. Invoice shall be submitted to Monroe County at the end of the month and/or at the end of the contract.

ARTICLE V MISCELLANEOUS

5.1 Governing Law

5.1.1 This contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County, Florida.

5.2 Successors and Assigns

5.2.1 The owner and vendor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreement and obligations contained in this contract. The vendor shall not assign this contract without written consent of the owner.

5.3 Public Entity Crime Statement

5.3.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a vendor, supplier, sub vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount

provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5.4 Trench Safety

5.4.1 If applicable to the project, the vendor shall comply with all relevant provisions of the Trench Safety Act (Secs. 553.60-553.64, Fla. Stat.).

5.5 Contingency

5.5.1 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

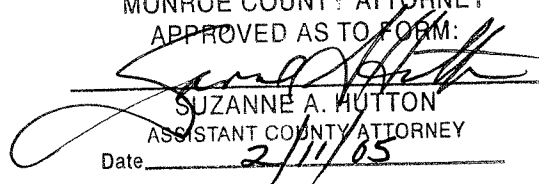
**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 2/11/05

(SEAL)

Attest:

Vendor

By: _____

By: _____

Title: _____

Title: _____

~~~~~  
**END OF SECTION 00500**